

AGREEMENT

Between

DEPTFORD TOWNSHIP BOARD OF EDUCATION

AND

THE DEPTFORD EDUCATION ASSOCIATION

X 1980-1982

LIBRARY
Institute of Management and
Labor Relations

DEC 14 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION.....	1
II	NEGOTIATION PROCEDURES.....	2
III	GRIEVANCE PROCEDURE.....	4
IV	RIGHTS.....	8
V	ASSOCIATION PRIVILEGES.....	10
VI	SCHOOL CALENDAR.....	11
VII	TEACHING LOAD.....	13
VIII	CLASS SIZE.....	14
IX	EMPLOYMENT.....	15
X	INSURANCE PROTECTION.....	20
XI	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT.....	21
XII	TRANSFER, ASSIGNMENT AND REASSIGNMENT.....	22
XIII	TEACHER EVALUATION.....	25
XIV	EDUCATIONAL COUNCIL.....	26
XV	SICK LEAVE.....	29
XVI	PERSONAL LEAVE.....	31
XVII	MATERNITY LEAVE.....	33
XVIII	SABBATICAL LEAVE.....	35
XIX	PRE-RIF CONFERENCE.....	37
XX	NO STRIKES.....	38
XXI	MISCELLANEOUS PROVISIONS.....	39
XXII	AGREEMENT.....	41
	SCHEDULE A - SALARY 1980-81.....	42
	SCHEDULE B - SALARY 1981-82.....	43
	SCHEDULE C - SALARY - ATHLETIC POSITIONS....	44
	SCHEDULE C - SALARY - NON-ATHLETIC POSITIONS	45
	SCHEDULE C - SALARY - MONONGAHILA ATHLETIC-NON-ATHLETIC POSITIONS.....	46

ARTICLE I
RECOGNITION

Section 1. The Deptford Township Board of Education, Deptford Township, Gloucester County, hereafter known as the Board, hereby recognizes the Deptford Education Association, hereafter known as the Association, as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all fully certified personnel under contract and employed by the Board and so assigned as an employee who teaches students directly such as classroom teacher, special area teacher, plus librarian, guidance counselors - nurse, social worker and learning disability teacher consultant.

Section 2. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURES

Section 1. The parties agree to enter into collective negotiations over a successor Agreement, (and they agree that this Agreement shall remain in force until such times as a new Agreement is reached in accordance with Chapter 123 Public Laws of 1974). Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires.

Section 2. The Board agrees to furnish the Association upon reasonable request, such information as will assist the Association in developing intelligent, feasible and constructive proposals in behalf of teachers, students, and the school system. This information may include a complete and accurate financial report and tentative budget for the next school year.

Section 3. The Association agrees to furnish the Board and Superintendent upon reasonable request, research information and data, gathered by the Association, that will assist the Board and the Superintendent in the development of sound educational programs.

Section 4. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Board policy shall prevail on all matters not covered by this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1. Definitions

A. Grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.

B. Aggrieved is defined as the employee making the complaint.

C. Days means school attendance days.

Section 2. Time Limits

A grievance shall be processed within the specified time limits. Time limits may be extended by mutual agreement. Any grievance not advanced from one step to the next within the time limits of that step shall be considered dropped.

Section 3. Record Keeping

Documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Section 4. Representation

The aggrieved may be represented at all stages of the grievance procedure by himself or at his option by a representative. When the aggrieved is not represented by the Association, the Association shall have the right to be present as observer. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives and counsel.

Section 5. Procedure

A. Level I - Step A - Informal. Within ten (10) school days of the time a grievance occurs, the aggrieved shall first discuss this grievance with his/her immediate supervisor and/or principal directly with the objective of resolving the matter informally.

Level I - Step B. If the aggrieved person is not satisfied with the disposition of his/her grievance after informal discussion or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance with his/her immediate supervisor and/or principal within ten (10) school days of receipt of principal's answer. The grievance shall be stated in writing and signed by the aggrieved.

The "Statement of Grievance" shall name the individual employee or employees involved, shall state the facts giving rise to the grievance, shall identify the alleged infraction of this Agreement, shall state the contention of the employee with respect to the alleged infraction and shall indicate the specific relief sought.

B. Level II - If the aggrieved is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the grievance, he may within ten (10) school days of principal's answer file the grievance in writing with the Superintendent of Schools. At the same time, a copy of the grievance shall be given to the principal involved. The Superintendent or his designee shall give the aggrieved an answer in writing no later

than ten (10) school days after receipt of written grievance. The decision may be announced to the parties concerned.

C. Level III - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the Superintendent, the aggrieved person may within ten (10) school days file the grievance in writing with the Board of Education. The aggrieved person shall be granted a hearing with the Board of Education within ten (10) school days of the receipt of the written grievance. The Board shall give the aggrieved person an answer in writing within five (5) school days of the date of the hearing.

D. Level IV - In the event that the grievance shall not have been disposed of at Level III, the aggrieved may within thirty (30) school days after the Board's decision refer the unsettled grievance to binding arbitration.

Section 6. Arbitration

The Arbitrator (binding) shall be selected within thirty (30) days following the request of either party to the other, under the rules and procedures of the American Arbitration Association.

The Arbitrator (binding) shall be limited solely to making determinations in cases of alleged violations of the specific article and sections of this Agreement.

The Arbitrator (binding) shall have the authority to confer separately or jointly with the Board, Superintendent, and the Association or to use any other source of information.

The Arbitrator (binding) shall make determinations for resolution within thirty (30) days. The determinations shall be submitted to both parties, the Board and the Association. The Board and the Association shall implement the decision of the Arbitrator (binding).

The Arbitrator's (binding) decision, after twenty (20) days may be made public by either party, the Board or the Association.

Section 7. Costs

The cost and expense incurred in securing and utilizing the services of the Arbitrator (binding) shall be the shared responsibility of the parties engaging his services.

No reprisals shall be taken against any participant by reason of participation.

Section 8. The following matters shall not be arbitrable:

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher.
2. Matters where a method of review is prescribed by law or by any rule, regulation of the State Commissioner of Education or the State Board of Education.
3. Matters where the Board is without authority to act.
4. Matters involving the statutory or discretionary powers of the Board.

ARTICLE IV

RIGHTS

Section 1. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws/the laws of New Jersey.

Section 2. The Board of Education shall endeavor to insure safe working conditions. In the event of disorder or disruption in the regular school program, representatives of the Association shall have the right to meet with the school administrators as direct representatives of the Board of Education.

Section 3. The Board shall reimburse teachers for the reasonable cost of any clothing or personal property damaged or destroyed as a result of student assault while the teacher was acting in discharge of duties within the scope of his/her employment.

Section 4. No employee shall be disciplined without just cause.

Section 5. Nothing contained herein shall be construed to deny the Board or Superintendent their rights at any time to call a meeting of the educational staff to present its position in any matter that in its judgment may affect the education program.

Section 6. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district,

(b) to hire, promote, transfer, assign, and retain employees in position in the school district, and for just cause to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

ASSOCIATION PRIVILEGES

Section 1. The Association or its named representatives shall be privileged to transact official Association business on property at reasonable times, provided that this shall not interfere with or interrupt any individual assignment or the normal operation of the school.

Section 2. The Association or its named representative shall be privileged to process school-building use applications for unit activities.

Section 3. The Association shall be privileged the exclusive use of a bulletin board in each school building in addition to space on the bulletin board of the central office where one is in existence. The location of the Association bulletin board may be designed by the Association president so long as it does not interfere with the orderliness of the area.

Section 4. The Association shall be given one (1) hour during teacher orientation to conduct official Association business. The Association shall be notified of the times prior to the opening of school.

ARTICLE VI
SCHOOL CALENDAR

Section 1. The school calendar shall be as set forth by the Board.

Section 2. School Day - The teacher's school day shall be defined as: six (6) hours and fifty (50) minutes minimum, seven (7) hours and five (5) minutes maximum.

Section 3. School Week - The school week shall consist of five (5) full working days, Monday through Friday inclusive, except where legal holidays and vacation periods are included in the school calendar.

Section 4. Teacher Work Year - The teacher work year shall not exceed one hundred and eighty-six (186) days, including the two New Jersey Education Association convention days. The school year shall be ten (10) calendar months for professional employees who hold a ten month contract.

Section 5. The parties recognize that some of the duties of professional employees may extend beyond the defined school day. These duties during the school year are in excess of assignments for which extra compensation is paid. These hours may be spent on the school premises, in charge of pupil activities, or other approved activities. They may also include attendance at PTA meetings, service on curriculum and other committees, and such items as chaperoning of social and athletic events and working with individual pupils.

Section 6. Employees shall be entitled to a duty free lunch period as prescribed in the Agreement, Article 7, forty (40) minutes, secondary, forty-five (45) minutes elementary. Employees shall sign in and sign out in the office of the building principal upon entering and leaving the premises within the prescribed school hours at times other than their assigned schedule.

ARTICLE VII
TEACHING LOAD

Section 1. The administration shall, whenever possible, minimize additional responsibilities to the normal teaching assignments.

Section 2. Lunch Period

A. Teachers in the self-contained program shall receive a duty-free lunch period of forty-five (45) minutes minimum.

B. Teachers in the departmentalized program shall receive a duty-free lunch period of forty (40) minutes minimum.

Section 3. Preparation Time

A. Classroom teachers in the self-contained program shall receive one hundred and twenty (120) minutes preparation time per week in the form of four (4) periods of thirty (30) minutes to be assigned on individual days.

1. The elementary specialists (Art, Music, Physical Education and Librarian) shall receive four (4) thirty (30) minute preparation periods per week if it is administratively feasible.

B. Teachers in the departmentalized program shall receive one forty (40) minute preparation period per day.

C. A hearing may be requested by any teacher with the principal and the Superintendent in reference to teaching load.

D. Any departmentalized staff member with more than three (3) preparations per day shall receive one (1) additional preparation period per day.

ARTICLE VIII

CLASS SIZE

Section 1. The administration shall, whenever possible, maintain maximum class size in the self-contained elementary grades within the limits of twenty-five (25) to thirty-two (32) pupils.

Section 2. In the departmentalized school program, the administration shall endeavor to maintain class sizes to a maximum of twenty-eight (28) pupils.

Section 3. Exception to class size limitations may be made in the areas of music, art, physical education, typing, team teaching, and with activity groups in which instruction can be expected.

ARTICLE IX
EMPLOYMENT

Section 1. The best qualified shall be given full consideration. Certification requirements shall be made known to all applicants for professional positions. The Board shall act upon the recommendation of the Superintendent.

A. Agreement as to initial salary - whenever a person shall hereafter accept office, position or employment as a member of the Deptford Township Public School District, his initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Deptford Township Board of Education.

B. Academic Year shall mean the period between the opening day of school in Deptford Township after the general summer vacation, or ten (10) days thereafter, and the next succeeding summer vacation.

C. Years of Employment shall mean employment by a fully certified teacher for one academic year in any publicly owned and operated college, school or other institution of learning for one (1) academic year in this or any other state or territory of the United States.

D. Credit for Military Service - Every member who, after July 1, 1949, has served or hereafter shall serve, in the active military or naval service, in the Women's Army Corps, the women's reserve of the naval reserve, or any similar organization

authorized by the United States to serve with the Army or Navy, in time of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any other state or territory of the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments.

E. Upon recommendation of the Superintendent, the Board may withhold, for inefficiency or other good cause, any increment of any employee in any year. It shall be the duty of the Board to give written notice of such action, together with the reasons therefor, to the employee concerned. Within ten (10) days of receiving the written notice, the employee may appeal, in writing, to the Board, the recommendation of the Superintendent to withhold such increment.

Such denied increment may be granted in succeeding years, non-retroactive, upon the recommendation of the Superintendent provided all deficiencies have been removed.

Section 2. Salary Guide - The salary guides for employees covered by this Agreement shall be as set forth in salary schedule:

A. 1980/81

B. 1981/82

Section 3. Continuous Employment - Effective 1980/81 school year an additional salary increment of two hundred (200) dollars will be granted on the 4th, 8th, 12th, 16th years, etc. for continuous service in the district.

Section 4. Supplemental Salary Guide - Guidance Counselors, Speech Correctionist, Reading, and Special Education Teachers:

<u>Years</u>	<u>Salary</u>
1st	\$200.
2nd	\$300.
3rd	\$400.

Section 5. Vocational Guide - Subject to the following conditions, vocational teachers (employed as of September 1, 1974 in the positions listed in Section C below) upon receiving a standard certificate in their appropriate trade field will be compensated on the Bachelor's plus 30 scale for salary purposes. Upon receiving a Bachelor's Degree they will be compensated on the Master's scale for salary purposes:

A. Verification of the certification and degree must be received by the Superintendent on or before October 1st in order to receive credit for the current school year.

B. Vocational positions not listed in Section C below and personnel employed after September 1, 1974 are excluded from such benefits.

C. Vocational Teachers:

Auto Trades
Drafting
Welding
Beauty Culture
Metal Trades
Educational Data Processing
Electrical Trades
Landscaping
Building Trades
C.I.E.
Food Service

Section 6. Department Heads

A. All non-certified department heads shall be paid a base salary of \$300.00 plus \$25.00 per teacher. \$100.00 extra after three (3) years.

B. All certified department heads (holders of a supervisory or administrative certificate) shall be paid a base salary of \$550.00 plus \$25.00 per teacher.

C. A job description for all department heads shall be submitted to department heads by the opening of school.

Section 7. Co-Curricular Activities

A. Establishment of an activity with extra compensation and number of personnel assigned shall be determined by the Board of Education. Co-curricular salaries shall be as set forth in Salary Schedule C.

B. Any vacancy and/or new position shall be filled by a member of the bargaining unit as defined in Article I of this Agreement.

C. The Board agrees to pay additional co-curricular salaries as per Schedule C.

ARTICLE X

INSURANCE PROTECTION

Section 1.

A. The Board of Education shall adopt a health insurance plan providing the following:

Blue Cross/Blue Shield 1420 series;

Blue Cross/Blue Shield Major Medical;

Blue Cross/Blue Shield dependant coverage age 23;

Rider J (with increased pathological coverage to \$100.00); and

Blue Cross prescription plan - \$1.00 co-pay.

B. Enrollment shall be optional.

Section 2. The Board shall provide the premium cost for any coverage of the above according to the following plan:

A. 100% single employee coverage for employees who elect to be enrolled.

B. 100% family plan coverage for employees who elect to be enrolled.

Section 3. Effective 7/1/81 a dental plan providing single coverage for the employee shall be put into effect. The Board shall pay up to, but not in excess of, the sum of \$150.00 per employee in connection with said dental plan.

Section 4. The Board agrees to pay \$50.00 towards any plan of Washington National Group Income Protection to each employee who agrees to abide by the requirements for participation as stipulated by the insurance carrier.

Section 5. All insurance coverage is by the approved Board/Association vendor.

ARTICLE XI

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

Section 1. The Board agrees to pay three hundred and seventy-five (\$375.00) dollars maximum per year toward tuition and other expenses excluding travel, incurred in connection with course work taken at a recognized college, university and/or approved workshops and conferences with prior approval by the Superintendent of Schools.

Section 2. Verification of credits earned shall be submitted with the voucher for payment.

ARTICLE XII

TRANSFER, ASSIGNMENT AND REASSIGNMENT

Section 1. Definitions:

Transfer is defined as a change from one building to another with a possible change of assignment.

Assignment is defined as -

In elementary - a grade level

In secondary - a certified subject area at a specified level.

Vacancy and/or new position is defined as an unoccupied position which requires additional certification beyond a standard teacher's certificate and would result in an increase in salary for a currently employed teacher.

Section 2. Teacher Initiated Transfer - The teacher shall submit his/her request for transfer for the succeeding year to the Superintendent of Schools, in writing, by February 1. This request shall include the transfer desired and the reasons for the request. Such requests represent consent to transfer and may be acted upon without further consultation with the teacher. The Superintendent shall implement his action.

Section 3. Administration Initiated Transfer - The Superintendent shall notify the teacher whose transfer is pending. The teacher shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered. The Superintendent shall implement his decision.

Section 4. Teacher Initiated Reassignment - The teacher shall submit his/her request for reassignment for the succeeding year to the building principal, in writing, by February 1. This request shall include the assignment desired and the reasons for the request. Such requests represent consent to reassignment and may be acted upon without further consultation with the teacher. The principal, subject to ratification by the Superintendent, shall implement his decision.

Section 5. Administration Initiated Reassignment - The principal shall notify the teacher whose reassignment is pending. The teacher shall be provided the opportunity of discussing the pending reassignment and any objections shall be duly considered. The principal, subject to ratification by the Superintendent, shall implement his decision.

Section 6. Transfer and/or reassignment shall be restricted normally to the opening date of school or it may be made at other times when deemed necessary by the Superintendent. Seniority shall be one of the factors considered in evaluating a request for transfer and/or reassignment. An exchange of two teacher assignments within a building, at the request of the teachers involved who hold comparable certification may be permitted at the discretion of the principal. An exchange of two teachers involving transfer, at the request of the teachers involved, who hold comparable certification may be permitted at the discretion of the Superintendent. Requests for transfer and/or reassignment shall be renewed annually.

Section 7. Vacancies and/or new positions as defined in this article shall be announced by posting in the schools as a vacancy or new position occurs. Vacancies created by teacher reassignment need not be posted. Applications shall be made in writing to the Superintendent of Schools.

Section 8. Twice each year, once in May and once in June, a list of known unoccupied assignments which continue to remain in effect for the following school year shall be established. Copies of said lists shall be sent to the President of the Association who may post them in each school building. In addition, copies may be posted by each building principal in the office.

Section 9. Tentative School Designation - Tentative school building designations shall be indicated in addition to elementary grade level and/or secondary certified subject area with the issuance of salary statements and/or contracts on or before April 15th, if administratively feasible, provided a completed Agreement has been reached for the succeeding year. Employees shall return contracts on or before April 30th.

ARTICLE XIII

TEACHER EVALUATION

Section 1. Principals shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the principals with copies forwarded to the Superintendent.

Section 2. Written narrative evaluations shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent. These evaluations shall include suggestions for improvement.

Section 3. The use of audio system for observing teacher performance, if necessary, shall be used only with the teacher's knowledge.

Section 4. Upon prior written notice, employees shall be permitted to examine evaluation reports in their personnel folder as maintained in the office of the Superintendent in the presence of an administrator.

Section 5. A teacher shall, upon written request to the Superintendent, be granted a teacher observation made by an additional administrator to be assigned by the office of the Superintendent.

Section 6. All non-tenure teachers shall be evaluated three times per year. Suggested schedule is: November, January and March but not less than two evaluations prior to February.

ARTICLE XIV

EDUCATIONAL COUNCIL

Section 1. Scope - The scope of this Educational Council is virtually unlimited as to subjects appropriate to its interest. All matters which relate to the education of children or the effectiveness of teaching are matters of concern to this committee. It advises the Superintendent at his request in matters requiring his action; it calls to his attention matters it considers of importance to the Superintendent or to the Board of Education; it serves as a channel of communication between the Superintendent and the faculty to bring better understanding in both directions about matters affecting the schools and the teachers.

Section 2. Purpose - It is the purpose of this Council to provide the highest quality professional counsel to the Superintendent in all matters which he places before the group or which it determines in its wisdom, to call to his attention. Such responsibility calls for the election of teacher members whose professional stature, insight and wisdom are such that they enjoy the respect and confidence of their colleagues in dealing with matters affecting education in Deptford Township.

The Deptford Educational Council is not a legislative or a decision-making body. It shall be advisory. The Board of Education or its executive officer, the Superintendent, acting within policies laid down by the Board, must accept by law the responsibility for making decisions.

Section 3. Membership

A. The Educational Council shall include as elected members nine (9) teachers, one high school administrator, one (1) junior high school administrator and one (1) elementary administrator. Non-elected members shall include the Assistant Superintendent of Schools, Director of Secondary Education, Director of Elementary Education, Director of Special Services, Superintendent of Schools ex officio, and the President of the Association, ex officio.

B. Teachers shall be elected from the senior high school, junior high school and elementary schools. The Educational Council shall establish its own procedures for the number and length of term of teacher representatives from each of these three areas.

Section 4. Election of Educational Council

A. The following election committee shall be formed:

A three (3) member election committee of administrators appointed by the Superintendent to conduct the election of three (3) administrators.

A three (3) member election committee appointed by the Association to conduct the election of nine (9) teacher representatives.

B. The election of Council members shall take place on the first Tuesday of October to be followed by a meeting of the elected members on the second Tuesday of October for the purpose of organization.

Section 5. Meetings - Meetings of the Council shall be held at the request of the Superintendent or the President of the Educational Council upon mutual agreement by the Superintendent and President of the Educational Council. Meetings shall be held a minimum of one (1) per month.

Section 6. The Superintendent shall respond to the receipt of all recommendations by the Educational Council.

ARTICLE XV

SICK LEAVE

Section 1. Definition of Sick Leave - Sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from school by medical authorities.

Section 2. Sick Leave Allowable - All persons who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay to the amount of ten (10) days in any given year.

Section 3. Accumulated Sick Leave - Ten (10) days of allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.

Section 4. Physician's Certificate Required for Sick Leave - A physician's certificate may be required by the Superintendent when it appears that there has been an abuse of sick leave or excessive absences on the part of an employee. The Superintendent or his designee will counsel with the employee prior to requiring a physician's certificate for future absences.

Section 5. Workers' Compensation - Workers' compensation awards shall be deducted from the regular salary of the employee for the days absence covered by Workers' Compensation Act. The time lost from employment under the Workers' Compensation Act shall not be deducted from days permitted for regular sick leave allowance.

Section 6. Sick Leave Sell Back - Effective 7/1/80, an employee's unused sick leave at the time of retirement under the teachers' pension program shall be sold back to the Board at the rate of \$10.00 per day, providing the retiring employee has at

least fifteen (15) years of service in the Deptford School District. Notice of retirement shall be given by the employee to the Board by October 1st in the school year which he/she shall retire. Payment shall be in the month of July following retirement.

Failure of an employee to notify the Board of his/her retirement by October 1st aforesaid will delay payment to him/her until the month of July following the July in which he/she otherwise would have received payment.

ARTICLE XVI

PERSONAL LEAVE

Section 1. The Board of Education upon recommendation of the Superintendent of Schools shall grant a total of ten (10) days leave per school year (not to be accumulated) to any regularly employed person for the following emergencies or conditions.

A. Death in immediate family - up to five (5) days (immediate family - mother, father, mother-in-law, father-in-law, children, husband, wife, brother, sister, or any relative who has lived within the same household for a period of over two (2) years).

B. Personal Leave - up to three (3) days - (legal, household, family, business). Personal Business - business that cannot be conducted outside the normal work day. Forty-eight (48) hours notice shall be given except in approved emergency.

1. Any unused personal leave days not to exceed three (3) days in a given school year shall be accumulated as sick days under Article XV and shall be deemed to be in addition to the accumulated sick leave days referred to in the said Article XV.

Employees shall not be granted personal leave days on a day immediately before or after a holiday, vacation period or during the first or last week of the school year.

C. The Superintendent of Schools may grant additional personal leave without pay.

D. Paternity Leave - one (1) day - birth of a child.

E. Visitation Leave - one (1) day per year may be granted by the Superintendent of Schools to any personnel for school visitation and observation in other school systems. In each case a written report shall be submitted to the principal who will forward it to the Superintendent. Arrangements for such visitations shall be made by the building principal, with the approval of the Superintendent.

Section 2. In the event all sick leave days have been used, five (5) days herein specified in Section 1, B, C, D, and E may be granted as sick leave days not to be accumulated.

ARTICLE XVII
MATERNITY LEAVE

Section 1.

A. Maternity leave without pay shall be granted to all female teachers under tenure on the following terms: the teacher shall have the right to request and receive an unpaid leave of absence with the option to select returning to work on any first teacher work day in September or the first day of any third marking period which follows within a period not to exceed the end of the school year following the school year in which the leave was granted. (This shall be interpreted in accordance with bargaining history regarding the maximum period of time during which the teacher may be on leave).

B. Maternity leave for female non-tenure teachers may be granted without pay for the remainder of the school year in which the leave is requested and such leave shall not extend beyond the end of the teacher's contract for the school year in which the leave is granted (the year in which maternity leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure).

C. Request for maternity leave, without pay, shall be made by a teacher between the third and fifth months of pregnancy. Leave shall begin as recommended by the teacher's personal physician. A teacher may return to work after the birth of a child upon the presentation of a medical certificate from the teacher's personal physician stating that she is capable of performing her duties. If a teacher decides not to return, she shall notify the Superin-

tendent by giving notice or resignation at least ninety (90) days before the leave expires. A teacher shall be credited for salary increment purposes as follows:

3-6 months of teaching - 1/2 year credit

7-10 months of teaching - 1 year credit

Section 2. Teachers granted maternity leave shall, upon request, be reassigned to the same grade and/or subject area, whenever possible.

Section 3. Tenured teachers adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

Section 4. If any provisions of this article are contrary to law, such provisions shall not be deemed valid except to the extent permitted by law.

ARTICLE XVIII
SABBATICAL LEAVE

Upon recommendation of the Superintendent of Schools, sabbatical leave may be granted to any certified member of the staff by the Board of Education subject to the following conditions:

A. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by him. Such requests must be in the Superintendent's hands no later than October 31st of the fiscal year preceding the school year for which the sabbatical leave is requested.

B. Notifications of applicant selected shall be given to applicants by March 15th of the fiscal year preceding the school year in which the sabbatical leave is requested.

C. The applicant must have completed at least seven (7) consecutive full school years of service in the Deptford Township Public Schools.

D. Payment for sabbatical leave is granted on the following basis:

1. The full annual contracted salary (two (2) semesters of schooling) will be granted for a full year's leave for study.

2. One-half (1/2) the annual contracted salary will be granted for one (1) semester (1/2 year) of study.

E. The benefactor will agree to return to the Deptford Township Public Schools for three (3) full years of employment on appropriate salary scale following the leave.

If the benefactor of the sabbatical leave does not fulfill his/her return agreement to Deptford Township Public Schools, he/she will be obligated to reimburse the Board of Education for the salary received during the sabbatical leave although service credit will be granted according to the following plan.

<u>Leaving before</u>	<u>Percent of salary to be reimbursed to the Board of Education</u>
2 years service	100% of annual salary
3 years service	50% of annual salary

F. To the extent feasible, with due regard for the interest of the school program, teachers returning to work after a sabbatical leave shall be offered the same or a similar position.

G. A sabbatical year will be considered as a year of teaching experience in determining the individual's salary.

H. The Board shall make available a maximum of one (1) sabbatical leave per year district-wide to eligible certified staff subject to these conditions.

In the event a sabbatical leave is not granted in a given year, the Board shall make available a one-half (1/2) year (one semester) sabbatical leave the following year.

ARTICLE XIX
PRE-RIF CONFERENCE

Section 1. Subject to N.J.S.A. 18A:28-9, the Superintendent shall notify the Association of any pending reduction in force within a reasonable time prior to such action and shall meet to discuss the situation.

Section 2. The Board's determination shall not be subject to the grievance procedure.

ARTICLE XX

NO STRIKES

If the legislature or courts of New Jersey authorize strikes by public employees, there shall be no strikes during the term of the Agreement.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

Section 1. Any employee or employee group shall communicate through the proper channels of authority. When the matter requires Board action it shall be directed through proper channels to the Board of Education.

Section 2. It is agreed by both parties that the negotiations will be conducted without the use of pressure tactics. The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made".

Section 3. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

Section 4. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

Section 5. There shall be no discrimination in practices and procedures of the school system policies in hiring, training, assignments, promotions, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or association activities.

Section 6. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following addresses:

A. If by the Association to the Board -

Blackwood Terrace School
Deptford, New Jersey 08096

B. If by the Board to the Association -

The school building where the President
of the Association is assigned.

ARTICLE XXII

AGREEMENT

IT IS AGREED between the BOARD OF EDUCATION OF DEPTFORD TOWNSHIP in the County of Gloucester, party of the first part, and the DEPTFORD EDUCATION ASSOCIATION, party of the second part, that this Agreement shall become effective as of July 1, 1980 and shall continue in effect until June 30, 1982.

Resolution of Adoption by the Board of Education:

November 18, 1980

Date: March 11, 1981

Deptford Township Board President Catherine M. Park (Signature)

Deptford Education Assn., President John J. Mackenzie (Signature)

Attested: Donald D. Livan Board of Education
Secretary

Thomas D. Castelline Deptford Education Assn.,
Vice President

Co-Curricular Guide
High School - Athletics

	<u>80-81</u>	<u>81-82</u>
Athletic Dir.	2,500	2,710
Head Football	2,170	2,355
Asst. Football	1,165	1,265
Asst. Football (3 ea.)	1,115	1,210
Head Basketball (2 ea.)	1,655	1,795
Asst. Basketball (2 ea.)	1,165	1,265
Head Soccer/Hockey (2 ea.)	1,195	1,295
Asst. Soccer/Hockey (2 ea.)	785	855
Head Wrestling	1,655	1,795
Asst. Wrestling	1,165	1,265
Head Baseball/Softball (2 ea.)	1,305	1,415
Asst. Baseball/Softball (2 ea.)	895	970
Head Track (2 ea.)	1,305	1,415
Asst. Track (2 ea.)	895	970
Cross Country	840	915
Indoor Track	705	765
Tennis (2 ea.)	840	915
Golf	840	915
Bowling (2 ea.)	840	915
Weight Training	595	650

Co-Curricular Guide

Junior High School

	<u>80-81</u>	<u>81-82</u>
Asst. Athletic Dir.	1,195	1,295
Freshman Football	1,030	1,120
Asst. Football	870	945
Freshman Soccer	815	885
Freshman Hockey	815	885
Freshman Track	815	885
Freshman Basketball (2 ea.)	815	885
Freshman Baseball/Softball (2 ea.)	815	885
Freshman Wrestling	815	885
Intramurals	570	620
Dir. Student Activities	950	1,030
Student Council	760	825
Newspaper	515	560
A.V. Director	625	680
Band Director	760	825
Public Relations	545	590
Majorettes	435	470
Cheerleaders	680	735
Fr. Class Advisor (2 ea.)	270	295

Co-Curricular Guide
High School - Non-Athletics

	<u>80-81</u>	<u>81-82</u>
Dir. Student Act.	2,390	2,590
Student Council	705	765
Year Book Advisor	895	970
Year Book Bus. Advisor	405	440
Newspaper	870	945
Public Relations	625	680
A. V. Director	625	680
School Play	625	680
Stage Crew	625	680
Culture Club	405	440
N.H.S.	300	325
F.T.A.	300	325
Jerseymen	300	325
Band Director	1,740	1,885
Asst. Band Director	1,115	1,210
Asst. Band Director	1,005	1,090
Majorettes	1,115	1,210
Cheerleaders	1,195	1,295
Class Advisors:		
Senior (2 ea.)	355	385
Junior (2 ea.)	295	320
Sophomore (2 ea.)	165	175

DEPTFORD TOWNSHIP PUBLIC SCHOOLS
1980-81
Salary Schedule

Step	Non Degree	B.A.	B.A.+15	B.A. +30	M.A.	M.A. +15	M.A. +30
1	11,200	12,200	12,450	12,700	13,200	13,450	13,700
2	11,700	12,700	12,950	13,200	13,700	13,950	14,200
3	12,200	13,200	13,450	13,700	14,200	14,450	14,700
4	12,700	13,700	13,950	14,200	14,700	14,950	15,200
5	13,500	14,500	14,750	15,000	15,500	15,750	16,000
6	13,895	14,895	15,145	15,395	15,895	16,145	16,395
7	14,220	15,220	15,470	15,720	16,220	16,470	16,720
8	14,560	15,560	15,810	16,060	16,560	16,810	17,060
9	14,940	15,940	16,190	16,440	16,940	17,190	17,440
10	15,515	16,515	16,765	17,015	17,515	17,765	18,015
11	15,890	16,890	17,140	17,390	17,890	18,140	18,390
12	16,510	17,510	17,760	18,010	18,510	18,760	19,010
13	16,910	17,910	18,160	18,410	18,910	19,160	19,410
14	17,335	18,335	18,585	18,835	19,335	19,585	19,835
15	17,785	18,785	19,035	19,285	19,785	20,035	20,285
16	18,575	19,575	19,825	20,075	20,575	20,825	21,075
17	18,775	19,775	20,025	20,275	20,775	21,025	21,275

DEPTFORD TOWNSHIP PUBLIC SCHOOLS
1981-82
Salary Schedule

Step	Non Degree	B.A.	B.A.+15	B.A. +30	M.A.	M.A. +15	M.A. +30
1	12,090	13,090	13,340	13,590	14,090	14,340	14,590
2	12,590	13,590	13,840	14,090	14,590	14,840	15,090
3	13,090	14,090	14,340	14,590	15,090	15,340	15,590
4	13,590	14,590	14,840	15,090	15,590	15,840	16,090
5	14,090	15,090	15,340	15,590	16,090	16,340	16,590
6	14,890	15,890	16,140	16,390	16,890	17,140	17,390
7	15,285	16,285	16,535	16,785	17,285	17,535	17,785
8	15,610	16,610	16,860	17,110	17,610	17,860	18,110
9	15,950	16,950	17,200	17,450	17,950	18,200	18,450
10	16,430	17,430	17,680	17,930	18,430	18,680	18,930
11	17,005	18,005	18,255	18,505	19,005	19,255	19,505
12	17,380	18,380	18,630	18,880	19,380	19,630	19,880
13	18,000	19,000	19,250	19,500	20,000	20,250	20,500
14	18,400	19,400	19,650	19,900	20,400	20,650	20,900
15	18,825	19,825	20,075	20,325	20,825	21,075	21,325
16	19,375	20,375	20,625	20,875	21,375	21,625	21,875
17	20,165	21,165	21,415	21,665	22,165	22,415	22,665
18	20,365	21,365	21,615	21,865	22,365	22,615	22,865